

OWNER CERTIFICATION

` '	
Witness	Property Owner
	Property Owner



RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT SEWER LINE CONSTRUCTUION CITY OF ALABAMAVILLE

This agreement made and entered into on January 6, 2003 between John Jones and Mary Jones (Property Owners) and the City of Alabamaville (City).

Whereas, the City is constructing a sewer line extension project in the neighborhood of the Property Owner's residence; and

Whereas, in order to provide sanitary sewer service to the Property Owners' residence, sewer lines, clean outs, and other facilities will need to be installed on the Property Owners' property; and

Whereas, in order to install these facilities at the Property Owners' residence, the Property Owners will need to grant a right of entry permit and a temporary construction easement to the City.

Therefore, in consideration of the benefit of the free installation of sanitary sewer service, the Property Owners permit the City the right of reasonable entry and temporary construction easement upon the land of the residence in the project area. The right of entry permit and the temporary construction easement are for the portion of the Property Owners' land that is shown on the construction plans. The easement will not exceed 30 feet in width.

In particular, the Property Owners will allow the City reasonable access to enter and reenter his/her property for a period of up to three months. The purpose of this access is to allow the City to construct, install, and repair the sewer lines and associated facilities for the safe operation of the new sanitary sewer lines. In some cases, the location of the lines and facilities may need to be altered to allow for more efficient operation of the system. The Property Owners will be consulted prior to any alterations in the construction plans for his/her property.

Furthermore, the Property Owners will allow the City to remove gates, fences, shrubs, and other obstacles to the construction of the sewer lines and associated facilities. The City will relocate, repair, and/or reconstruct any items removed from the Property Owners' land for the purpose of constructing the sewer lines and associated facilities.

The Property Owners acknowledge that the City is providing this sewer line installation at no charge to the Property Owners. Therefore, the City will not be responsible for any damage to the Property Owners' property beyond reasonable repairs to be provided by the City's construction contractor. Any

requests for repair must be made within 30 days of the completion of the installation of the sewer lines and associated facilities at the residence of the Property Owners.

Once the construction of the sanitary sewer lines and associated facilities have been completed, the "AS CONSTRUCTED" final plat will be recorded at the Judge of Probate for Alabama County, Alabama. This record shall show the true and correct placement of each sewer line and the associated facilities and equipment.

This document shall not be considered a permanent easement. Once the construction of the sewer lines and the associated facilities and equipment is complete, the improvements will become the property of and the sole responsibility of the Property Owners.

Agreed to by:	
ATTEST:	City of Alabamaville
Clerk	Chief Elected Official
	Property Owner
	Property Owner
State of Alabama County of Alabama	
Before me, the undersigned authorsaid State and County, hereby certify that John names are signed to the foregoing agreement a day, that being informed of the contents of the a same voluntarily on the day the same bears date	Jones and Mary Jones whose nd who are known to me on this agreement they executed the
Given under my hand and seal on	this the day of, 2003
	NOTARY PUBLIC My Commission expires:

THIS DOCUMENT IS FOR GUIDANCE PURPOSES ONLY AND SHOULD BE MODIFIED AS NECESSARY PRIOR TO USE.



REFUSAL OF SERVICE

I (We) the undersigned do not wish the City of Alabamaville to provide a sanitary sewer service connection to the following address: 1111 Alabamaville Street.

I (We) understand that the access fee and meter deposit would have been waived, and that the cost of connecting the dwelling unit to the system would have been paid for with funds from the City's FY2003 Community Development Block Grant sewer line extension project.

Furthermore, I (We) understand that by forfeiting this service connection, I (We) may be required to pay an access fee and/or a meter deposit. Additionally, the cost of installing the line from the right-of-way to the dwelling unit at the address listed above when I (We) decide to connect to the system in the future will be My (Our) responsibility.

Finally, I (We) understand that the City of Alabamaville has an ordinance that requires all water system customers to pay a minimum sewer bill if sanitary sewer service is available, even if the household refuses sanitary sewer service.

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CDBG BENEFICIARY SURVEY FORM PROJECTS WITH SEWER CONNECTIONS

The <u>City of Alabamaville</u> has received Community Development Block Grant from the Alabama Department of Economic and Community Affairs <u>to extend public sewer service to your neighborhood</u>. In order to determine if each household to be connected to the water system as part of this project meets eligibility criteria, the following information must be obtained from all proposed beneficiaries.

Name/Address of Occupant:

High

Income

Over

Homeowner/Tenant:

Over

Over

PENALITIES AS SPECIFIED BY THE LAW (U.S. C. Title 18, Sec. 1001).

HOUSEHOLD INCOME BY FAMILY SIZE (Circle the HUD Section 8 Income Limit below which most closely corresponds to your total household income from all sources for the previous 12 months.)									
HOUSEHOLD	4 Dansan	0 Dana an	2 Dans an	4. Dono en	5 Dans an	C Davis au	7 Damasu	0 Dama au	
SIZE	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person	
Very Low Income	\$0 to \$	\$0 to \$							
Low Income	\$ to \$	\$to							
Moderate Income	\$to	\$to	\$to	\$to	\$to	\$to	\$ to \$	\$to	

Over

<u>CERTIFICATION</u>: I ATTEST THAT INFORMATION STATED ABOVE IS TRUE AND ACCURATE. I UNDERSTAND THAT THE ABOVE INFORMATION IS SUBJECT TO VERIFICATION AND IF MISREPRESENTED OR INCOMPLETE, I MAY BE SUBJECT TO

Over

Over

Date:

Over

Over